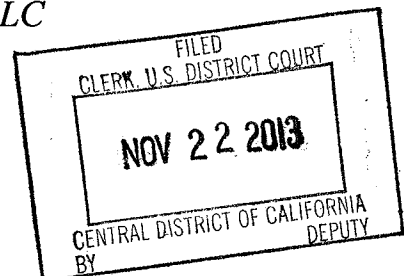


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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ALFRED ZAKLIT, HANY SHAKER,
and MOKHTAR FARAG, *each of them*
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

GLOBAL LINGUIST SOLUTIONS
LLC, *a Delaware Company*; AECOM
SERVICES, INC., *a California*
corporation; DYNACORP
INTERNATIONAL, LLC, *a Delaware*
company; and DOES 1-250, *inclusive,*

Defendants.

CASE NO. **13-08654** *mmm*

**DECLARATION OF KATHERINE
V.A. SMITH IN SUPPORT OF
DEFENDANTS' NOTICE OF
REMOVAL** *(MAN)*

Los Angeles Superior Court Case No.
BC523317

Complaint Filed: October 4, 2013

I, Katherine V.A. Smith, declare as follows:

1 1. I am an attorney admitted to practice law before all courts of the State of
 2 California and in the United States District Court for the Central District of California.
 3 I am an associate in the law firm of Gibson, Dunn & Crutcher LLP, and I am one of
 4 the attorneys primarily responsible for the representation of Global Linguist Solutions
 5 LLC ("GLS"), in this matter. Unless otherwise stated, the following facts are within
 6 my personal knowledge and, if called and sworn as a witness, I could and would testify
 7 competently thereto.

8 1. Attached hereto as **Exhibit A** is a true and correct copy of the Complaint
 9 in *Alfred Zaklit, Hany Shaker, and Mokhtar Farag, each of them individually, and on*
 10 *behalf of all others similarly situated, vs. Global Linguist Solutions, LLC, a Delaware*
 11 *company; AECOM Services, Inc., a California corporation; DynCorp International,*
 12 *LLC, a Delaware company; and Does 1 through 250, inclusive* (the "Putative Class
 13 Action"), Case No. BC523317, filed on October 4, 2013, in the Superior Court of the
 14 State of California, County of Los Angeles.

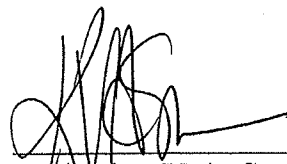
15 2. Attached hereto as **Exhibit B** is a true and correct copy of the Proofs of
 16 Service on GLS and DynCorp International LLC ("DynCorp") in the Putative Class
 17 Action.

18 3. Attached hereto as **Exhibit C** is a true and correct copy of the Court's
 19 November 7, 2013 Initial Status Conference Order in the Putative Class Action.

20 4. There have been no filings or proceedings in the Putative Class Action
 21 since the Court issued its November 7, 2013 Initial Status Conference Order.

22 I declare under penalty of perjury under the laws of the State of California and
 23 the United States of America that the foregoing is true and correct and that I executed
 24 this Declaration on November 22, 2013, in Los Angeles, California.

25
 26 Dated: November 22, 2013

27 
 28 Katherine V.A. Smith

2

Exhibit A

ORIGINALCARLIN & BUCHSBAUM LLP
555 EAST OCEAN BOULEVARD, SUITE 818
LONG BEACH, CALIFORNIA 90802

1000472013

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

ALFRED ZAKLIT, HANY SHAKER, and
 MOKHTAR FARAG, each of them
 individually, and on behalf of all others
 similarly situated,

Plaintiffs,

vs.

GLOBAL LINGUIST SOLUTIONS,
 LLC, a Delaware company; AECOM
 SERVICES, INC., a California
 corporation; DYNACORP
 INTERNATIONAL, LLC, a Delaware
 company; and DOES 1 through 250,
 inclusive,

Defendants.

Case No.: BC523317

CLASS ACTION

D-307 William F. Highberger

COMPLAINT

- (1) Violation of California Business & Professions Code §§ 17200, et seq.;
- (2) False Imprisonment;
- (3) Breach of Implied Covenant of Good Faith and Fair Dealing;
- (4) Negligent Hiring and Retention;
- (5) Violation of California Labor Code § 970 (Misrepresentation);
- (6) Wrongful Termination in Violation of Public Policy;
- (7) Wrongful Demotion in Violation of Public Policy;
- (8) Disability Discrimination in Violation of FEHA;
- (9) Failure to Provide Reasonable Accommodation in Violation of FEHA;
- (10) Failure to Engage in Interactive Process in Violation of FEHA;
- (11) Hostile Work Environment Harassment;
- (12) Violation of California Labor Code §§ 510, 1194 and 1198 (Unpaid Overtime);
- (13) Violation of Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (14) Intentional Infliction of Emotional Distress;
- (15) Negligent Infliction of Emotional Distress;
- (16) Rescission

FILED
 LOS ANGELES SUPERIOR COURT

OCT 04 2013

JOHN A. CLARK, CLERK
Kristina Vargas
 BY KRISTINA VARGAS, DEPUTY

CLASS ACTION COMPLAINT

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DATE 02-28-2001 BY 60322 UCBAW

1 Plaintiffs, Alfred Zaklit, Hany Shaker and Mokhtar Farag ("Plaintiffs") each of them
2 individually, and on behalf of all others similarly situated, allege as follows:

3 INTRODUCTION

4 1. Currently Plaintiffs and nearly 100 Americans deployed as Arabic linguists in
5 the Middle East are trapped in Kuwait. Their employer—Defendants Global Linguist
6 Solutions LLC, AECOM and DynCorp International LLC—has barred them from leaving the
7 United States Army camps Buehring and Arifjan for any reason, including for work, medical
8 appointments, personal time or even emergency matters.

9 2. Additionally Defendants Global Linguist Solutions LLC, AECOM and DynCorp
10 International LLC have relegated Plaintiffs and Class members to cramped and substandard
11 living conditions for months at a time. Dozens of Linguists are assigned to live in one 300-
12 square-foot tent with limited air conditioning, running water and electricity.

13 3. Further Defendants have terminated and/or demoted Plaintiffs and Class
14 members due to their "non-working" status, disability, and their purported need to fill their
15 customer's demands. As detailed below, Plaintiffs and Class members' inability to work or
16 travel, and disability were caused by their employer's actions, and no fault of their own.
17 However Defendants decided to terminate and/or cut Plaintiffs and Class members' pay all to
18 save costs and increase their own bottom line.

19 4. Plaintiffs bring this class action lawsuit for themselves, and on behalf of other
20 linguists, and seek injunctive relief for the safe release of Plaintiffs and Class members back
21 to work and/or to safely leave the army camps in Kuwait.

22 5. Plaintiffs also seek that the Court declare, adjudge and decree that Defendants,
23 among others, falsely imprisoned Plaintiff and Class members; breached the implied covenant
24 of good faith and fair dealing; conducted negligent hiring and retention; induced Plaintiffs and
25 Class members to relocate for work through false representations; created a hostile work
26 environment; discriminated Plaintiffs based on their disability; and wrongfully terminated and
27 demoted Plaintiffs and Class members.

28 6. Plaintiffs seek all damages flowing from Defendants unlawful conduct.

JURISDICTION AND VENUE

7. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

The penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

8. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. This Court has jurisdiction over all Defendants because, upon information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES TO EACH CAUSE OF ACTION

11. Plaintiff Alfred Zaklit is, and at all relevant times was, a citizen of the United States of America and State of California, residing in Menifee, California. Plaintiff has been employed as a "Linguist" for Defendants Global Linguist Solutions LLC, AECOM, and DynCorp International LLC ("Defendants") from September 2012 to present.

12. Plaintiff Hany Shaker is, and at all relevant times was, a citizen of the United States of America and State of California, residing in Clovis, California. Plaintiff has been employed as a "Linguist" for Defendants from September 2012 to present.

13. Plaintiff Mokhtar Farag is, and at all relevant times was, a citizen of the United States of America and State of California, residing in North Hills, California. Plaintiff was

1 employed as a "Linguist" for Defendants from September 2012 to approximately August
2 2013.

3 14. Plaintiffs reserve the right to seek leave to amend this complaint to add new
4 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Salsa v.*
5 *American Savings and Loan Association*, 5 Cal. 3d 864, 872 (1971), and other applicable law

6 15. Global Linguist Solutions LLC ("GLS") is, upon information and belief, a
7 Delaware company, with its corporate headquarters and principal place of business in
8 Herndon, Virginia. At all times hereinafter mentioned, GLS is an employer whose employees
9 are engaged throughout this county, the State of California, the various states of the United
10 States of America and the world.

11 16. AECOM Services, Inc. ("AECOM") is, upon information and belief, a
12 California corporation, with its corporate headquarters and principal place of business in Los
13 Angeles, California. At all times hereinafter mentioned, AECOM is an employer whose
14 employees are engaged throughout this county, the State of California, the various states of
15 the United States of America and the world.

16 17. DynCorp International, LLC ("DynCorp") is, upon information and belief, a
17 Delaware company, with its corporate headquarters and principal place of business in Falls
18 Church, Virginia. At all times hereinafter mentioned, DynCorp is an employer whose
19 employees are engaged throughout this county, the State of California, the various states of
20 the United States of America and the world.

21 18. Plaintiffs do not know the true names or capacities of the persons or entities
22 sued herein as DOES 1-250, inclusive, and therefore sues said Defendants by such fictitious
23 names. Each of the DOE Defendants was in some manner legally responsible for the
24 violations alleged herein. Plaintiffs will amend this Complaint to set forth the true names and
25 capacities of these Defendants when they have been ascertained, together with appropriate
26 charging allegations, as may be necessary.

1 19. At all times mentioned herein, the Defendants named as DOES 1-250,
2 inclusive, and each of them, were residents of, doing business in, availed themselves of the
3 jurisdiction of, and/or injured Plaintiffs and aggrieved employees in the State of California.

4 20. At all times mentioned herein, each Defendant was the agent, servant, or
5 employee of the other Defendants and in acting and omitting to act as alleged herein did so
6 within the course and scope of that agency or employment.

7 21. GLS, AECOM, DynCorp and DOES 1-250 are collectively referred to herein as
8 "Defendants."

9 **DEFENDANTS' CONDUCT**

10 22. Defendants are primary vendors for the United States military's broad Defense
11 Language Interpretation and Translation Enterprise—a \$9.7 billion contract for linguist services
12 in the Middle East. Defendants employ Linguists to provide translation and interpretation
13 services to the United States Army and other government agencies stationed in the Middle East.

14 23. Defendants employed Plaintiffs and Class members as Arabic Linguists to
15 provide translation and interpretation services to the United States Army stationed in Camps
16 Buehring and Arifjan, Kuwait.

17 24. Kuwaiti law requires that all foreign workers be placed on the rolls of a local
18 firm or "sponsor." The sponsor applies for working visas on behalf of the employees and
19 manages aspects of their payroll. The actual employer is required to hire the services of the
20 local firm or sponsor.

21 25. Kuwaiti law further requires that the employer receive full consent from its
22 incumbent sponsor and the Kuwaiti Ministry of Labor to change sponsoring companies.

23 26. In early 2013, and subsequent to Plaintiffs and Class members' arrival to Kuwait,
24 Defendants—in an effort to increase their profit margins—re-bid its sponsorship contract.
25 Defendants severed their ties with their sponsor, Al Shora International General Trading &
26 Contracting ("Al Shora"), in favor of a new Kuwaiti company, KRH.

27 27. In switching sponsors, Defendants flouted Kuwaiti immigration laws by, among
28 others, failing to obtain approval from their incumbent sponsor. Defendants created a legal

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10/24/2013

1 dispute with Al Shora. More importantly, and regardless of the nature of the dispute with their
2 sponsor, Defendants recklessly put their financial interests ahead of the safety and well-being of
3 Plaintiffs and Class members.

4 28. In or about March 2013, Al Shora turned over the names of Defendants'
5 employees to Kuwaiti immigration authorities; declared them absent from work; and, in
6 violation of their working visas. Consequently Plaintiffs and Class members' work visas were
7 cancelled, and they were placed on Kuwaiti's "blacklist" for arrest and/or deportation.
8 Additionally Plaintiffs and Class members' passports—held by Al Shora in processing their
9 work visas—were never returned to them.

10 29. The United States Army suspended the use of Plaintiffs and Class members'
11 linguistic services in light of the dispute between Defendants and Al Shora. Further Defendants
12 have barred Plaintiffs and Class members from leaving Army posts in Kuwait after the local
13 police issued arrest warrants for the group.

14 30. Now Plaintiffs and nearly 100 Class members deployed as Arabic linguists on
15 camps Buehring and Arifjan have been unable to work or leave either post for medical
16 appointments, personal time or even emergency matters.

17 31. Plaintiffs and Class members are all at risk of being arrested and deported. In
18 essence Defendants' actions and legal dispute with the Kuwaiti company they hired to manage
19 their employees, Al Shora, have made Plaintiffs and Class members fugitives.

20 32. The United States Department of State called the situation a legal dispute
21 between two companies, and said it could not intervene. The Army's Intelligence and Security
22 Command, which oversees the linguist contract, also said the matter was between Defendants
23 and Al Shora due to the private nature of the dispute. In short Plaintiffs and Class members are
24 stuck until Defendants resolves the dispute. This fact notwithstanding, Defendants have failed
25 to "free" Plaintiffs and Class members for months; and instead, Defendants have used them—
26 their own employees—as pawns in their legal and monetary dispute with Al Shora.

27 33. Defendants, in their efforts to cut costs, have relegated Plaintiffs and Class
28 members in cramped and substandard living conditions for months at a time. Dozens of

21 37. Further Plaintiffs and Class members were forced to waive any jury trial, and
22 arbitrate their employment claims under Virginia law. Defendants presented the adhesion
23 contacts to Plaintiffs and Class members after they arrived in Kuwait; and after their work visas
24 and passports were revoked from them. Unable to work or travel, and at Defendants' mercy,
25 Plaintiffs and Class members involuntarily signed the adhesion contracts at a time when they
26 were subjected to duress, coercion, undue influence, pressure and intimidation.

10

CLASS ACTION ALLEGATIONS

38. Plaintiffs bring this action individually, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure section 382.

39. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

40. The proposed Class consists of and is defined as:

All current and/or former employees that worked for Defendants as Arabic Linguists in the Middle East at any time after the date four years prior to the filing of this Complaint.

41. The proposed sub-classes consist of and are defined as:

False Imprisonment Class

All members of the Class that worked as Arabic Linguists for Defendants in Kuwait, and were barred from leaving the Army posts in Kuwait beginning in 2013.

Unlawful Demotion Class

All members of the Class that worked as Arabic Linguists "CAT" for Defendants in Kuwait, and were subsequently demoted to "CAT I" beginning in 2013.

Wrongful Termination Class

All members of the Class that worked as Arabic Linguists for Defendants in Kuwait, and were subsequently terminated beginning in 2013 because of Defendants failure to obtain work permits and/or visas on their behalf.

Disability Class

All members of the Class that suffered stress and became disabled from Defendants' actions in Kuwait beginning in 2013;

Overtime Class

All members of the Class who are employed or have been employed by Defendants who, at any time after the date four years prior to the filing of this Complaint, have worked in Defendants' locations and were not paid overtime compensation for all hours worked in excess of eight hours per day and/or 40 hours per week.

Waiting Time Class

All members of the Class who are employed or have been employed by Defendants who, at any time after the date three years prior to the filing of this Complaint separated their employment from Defendants and were not paid wages within the times specified by Labor Code §§ 201-203 and are owed restitution for waiting time penalties deriving from wages.

Plaintiffs reserve the right to establish additional sub-classes as appropriate.

42. At all material times, Plaintiffs were members of the Class.

43. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the class (and each subclass) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class member with whom there is a shared, well-defined community of interest. Plaintiffs' claims (or defenses, if any) are typical of all Class members as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that Plaintiffs have an obligation to make known to the Court any relationship, conflicts or differences with any Class member. Plaintiffs' attorneys, the proposed Class counsel, are versed in the rules governing class action discovery, certification, and settlement.
- (d) Superiority: The nature of this action makes the use of class action

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adjudication superior to other methods. Class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire Class.

- (e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

44. There are common questions of law and fact as to the Class (and each subclass) that predominate over questions affecting only individual members, including but not limited to:

- (a) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code § 17200, et seq.;
- (b) Whether Defendants falsely imprisoned Plaintiffs and Class members;
- (c) Whether Defendants' actions breached its contract with Plaintiffs and Class members;
- (d) Whether Defendants' actions breached the implied covenant of good faith and fair dealing with Plaintiffs and Class members;
- (e) Whether Defendants were negligent in the hiring and retention of their sponsor;
- (f) Whether Defendants' conduct was willful or reckless;

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10/04/2013

- 1 (g) Whether Defendants violated Labor Code § 970 by inducing Plaintiffs
- 2 and Class members' employment in Kuwait through false
- 3 representations;
- 4 (h) Whether Defendants' violated California's Fair Employment Housing
- 5 Act ("FEHA") and/or public policy by terminating and/or demoting
- 6 Plaintiffs and Class members;
- 7 (i) Whether Defendants' violated California's Fair Employment Housing
- 8 Act ("FEHA") and/or public policy by discriminating Plaintiffs and
- 9 Class members based on their disability;
- 10 (j) Whether Defendants' violated California's Fair Employment Housing
- 11 Act ("FEHA") and/or public policy by harassing Plaintiffs and Class
- 12 members through the creation and maintenance of a hostile work
- 13 environment;
- 14 (k) Whether Defendants owe Plaintiffs and Class members overtime pay for
- 15 work over eight hours per day, over 12 hours per day, and/or over forty
- 16 40 hours per week;
- 17 (l) Whether Defendants failed to timely pay all wages due to Plaintiffs and
- 18 Class members upon their discharge or resignation; and
- 19 (m) The appropriate amount of damages, restitution, or monetary
- 20 penalties resulting from Defendants' violations of California
- 21 law.

FIRST CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, et seq.

(By the Plaintiffs and Class and against all Defendants)

- 25 45. Plaintiffs incorporate all paragraphs above as though fully set forth herein.
- 26 46. Defendants, and each of them, are "persons" as defined under Business &
- 27 Professions Code § 17021.
- 28 47. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,

1 unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs
 2 seeks to enforce important rights affecting the public interest within the meaning of Code of
 3 Civil Procedure § 1021.5.

4 48. Defendants' activities, as alleged herein, are violations of California law, and
 5 constitute unlawful business acts and practices in violation of California Business &
 6 Professions Code § 17200, et seq.

7 49. A violation of California Business & Professions Code § 17200, et seq. may be
 8 predicated on the violation of any state or federal law. All of the acts described herein are
 9 unlawful and in violation of, among others, California Labor Code, Fair and Employment
 10 Housing Act, and public policy; and in addition are immoral, unethical, oppressive, fraudulent
 11 and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices
 12 in violation of California Business and Professions Code § 17200, et seq.

13 **False Imprisonment**

14 50. Defendants falsely imprisoning Plaintiffs and Class members by barring them
 15 from leaving Army posts in Kuwait constitutes unlawful and/or unfair activity prohibited by
 16 Business and Professions Code § 17200, et seq.

17 **Breach of Implied Covenant of Good Faith and Fair Dealing**

18 51. Defendants' actions breaching the implied covenant of good faith and fair
 19 dealing constitutes unlawful and/or unfair activity prohibited by Business and Professions
 20 Code § 17200, et seq.

21 **Negligent Hiring and Retention**

22 52. Defendants' negligence in the hiring and retention of their sponsors constitutes
 23 unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

24 **Misrepresentation**

25 53. Defendants' inducing Plaintiffs and Class members' employment in Kuwait
 26 through false representations violates Labor Code § 970, and constitutes unlawful and/or
 27 unfair activity prohibited by Business and Professions Code § 17200, et seq.
 28

Wrongful Termination and/or Demotion

54. Defendants' adverse employment actions against Plaintiffs and Class members based on, among others, their disability violate FEHA and public policy and constitute unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

Hostile Work Environment Harassment

55. Defendants' adverse employment actions against Plaintiffs and Class members based on, among others, their harassment through the creation and maintenance of a hostile work environment violate FEHA and public policy and constitute unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

Failing to Pay Overtime

56. Defendants' failure to pay overtime compensation and other benefits in violation of Cal. Labor Code §§ 510, 1197, 1198, Penal Code §§ 484 and 532 (obtaining labor through false pretenses), constitutes unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

57. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

58. Plaintiffs and Class members suffered monetary injury as a direct result of Defendants' wrongful conduct.

59. Plaintiffs, individually, and on behalf of Class members, are entitled to, and do, seek such relief as may be necessary to disgorge the profits which the Defendants have acquired, or of which Plaintiffs have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and Class members are not obligated to establish individual knowledge of the unfair practices of Defendants in order to recover restitution.

60. Plaintiffs, individually, and on behalf of Class members, are further entitled to and do seek a declaration that the above described business practices are unfair, unlawful

1 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from
 2 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
 3 in the future.

4 61. Plaintiffs, individually, and on behalf of Class members, have no plain, speedy,
 5 and/or adequate remedy at law to redress the injuries which they have suffered as a
 6 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result
 7 of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs,
 8 individually, and on behalf of Class members, have suffered and will continue to suffer
 9 irreparable harm unless Defendants, and each of them, are restrained from continuing to
 10 engage in said unfair, unlawful and/or fraudulent business practices.

11 62. Pursuant to California Business & Professions Code § 17200, et seq., Plaintiffs
 12 and Class members are entitled to restitution of any wages withheld and retained by
 13 Defendants during a period that commences four years prior to the filing of this complaint; a
 14 permanent injunction requiring Defendants to free Plaintiffs and Class members to return to
 15 work or leave the Army bases for medical appointments, personal time and emergency
 16 matters; pay all outstanding wages due to Plaintiffs and Class members; an award of
 17 attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable
 18 laws; and an award of costs.

19 **SECOND CAUSE OF ACTION**

20 **False Imprisonment**

21 **(By the Plaintiffs and Class and against all Defendants)**

22 63. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

23 64. False imprisonment is the non-consensual, intentional confinement of a person,
 24 without lawful privilege, for an appreciable length of time, however short, which causes the
 25 plaintiff to suffer harm. (*Molko v. Holy Spirit Ass'n* (1988) 46 Cal.3d 1092; *Scofield v. Critical*
 26 *Air Medicine* (1996) 45 Cal.App.4th 990)

27 65. At all times relevant herein, in the absence of any privilege to do so, Defendants
 28 acted with the intention of confining Plaintiff within fixed boundaries. Defendants' acts directly

1 or indirectly resulted in confinement, and the confinement was effectuated without Plaintiffs and
2 Class members' consent.

3 66. Defendants imposed by physical barriers and by means of unreasonable duress
4 unlawful restraint upon Plaintiffs' freedom of movement, to wit by barring Plaintiffs and Class
5 members from leaving the Army bases for any reason, including medical appointments,
6 personal time and emergency matters.

7 67. In early 2013, and subsequent to Plaintiffs and Class members' arrival to Kuwait,
8 Defendants—in an effort to increase their profit margins—re-bid its sponsorship contract.
9 Defendants severed their ties with their sponsor, Al Shora, in favor of a new Kuwaiti company,
10 KRH.

11 68. In switching sponsors, Defendants flouted Kuwaiti immigration laws by, among
12 others, failing to obtain approval from their incumbent sponsor. Defendants created a legal
13 dispute with Al Shora. More importantly, and regardless of the nature of the dispute with their
14 sponsor, Defendants recklessly put their financial interests ahead of the safety and well-being of
15 Plaintiffs and Class members.

16 69. In or about March 2013, Al Shora turned over the names of Defendants'
17 employees to Kuwaiti immigration authorities; declared them absent from work; and, in
18 violation of their working visas. Consequently Plaintiffs and Class members' work visas were
19 cancelled, and they were placed on Kuwaiti's "blacklist" for arrest and/or deportation.
20 Additionally Plaintiffs and Class members' passports—held by Al Shora in processing their
21 work visas—were never returned to them.

22 70. The United States Army suspended the use of Plaintiffs and Class members'
23 linguistic services in light of the dispute between Defendants and Al Shora. Further Defendants
24 have barred Plaintiffs and Class members from leaving Army posts in Kuwait after the local
25 police issued arrest warrants for the group.

26 71. Now Plaintiffs and nearly 100 Class members deployed as Arabic linguists on
27 camps Buehring and Arifjan have been unable to work or leave either post for medical
28 appointments, personal time or even emergency matters.

74. Said conduct was wrongful and justifies the imposition of punitive damages. In committing the unlawful conduct as herein alleged, Defendants, and each of them, acted maliciously, fraudulently and oppressively, with the wrongful intention of injuring Plaintiffs and Class members, from an improper purpose and evil motive amounting to malice, and in conscious disregard of the Plaintiff's rights. Based upon the foregoing, Plaintiffs and Class members are entitled to recover punitive damages from Defendants and each of them, in an amount according to proof.

(By the Plaintiffs and Class and against all Defendants)

77. The employment contract contained an implied covenant of good faith and fair dealing by which Defendants promised to give full cooperation to Plaintiffs and their performance under the said contract and to refrain from doing any act which would prevent or impede Plaintiff's enjoyment of the fruits of the said contract. Specifically, the said covenant of

1 good faith and fair dealing required Defendants to fairly, honestly and reasonably perform the
2 terms and conditions of the agreement.

3 78. Plaintiffs and Class members were in an inherently unequal bargaining position
4 in their dealing with Defendants, an established company with millions of dollars in assets. In
5 addition, once Plaintiffs and Class members committed themselves to the above-stated contract
6 and took the reasonable actions alleged herein in reliance on the said contract, Plaintiffs and
7 Class members were placed in a particularly vulnerable position because few openings existed
8 in their field for persons of their experience and qualifications. Plaintiffs and Class members
9 had entrusted their entire livelihood to Defendants' willingness to perform their obligations
10 under the contract, and risked suffering grave harm if Defendants failed to perform. Defendants
11 were aware of Plaintiffs and Class members' vulnerability in this regard and took advantage of
12 it.

13 79. Plaintiffs are informed and on that basis believe that Defendants breached their
14 contract with Plaintiffs and Class members without conducting any reasonable investigation
15 concerning their obligations under the said contract, without good or sufficient cause, for
16 reasons extraneous to the contract, and for the purpose of frustrating Plaintiffs and Class
17 members' enjoyment of the benefits of the contract. Accordingly Defendants breached their
18 implied duty of good faith and fair dealing.

19 80. Further Defendants breached this covenant with regard to Plaintiffs and Class
20 members through their conduct in:

21 (a) Subjecting Plaintiffs to differential standards of conduct from other
22 employees;

23 (b) In switching sponsors, Defendants flouted Kuwaiti immigration laws by,
24 among others, failing to obtain approval from their incumbent sponsor. Defendants created a
25 legal dispute with Al Shora. More importantly, and regardless of the nature of the dispute with
26 its sponsor, Defendants recklessly put their financial interests ahead of the safety and well-being
27 of Plaintiffs and Class members;
28

1 (c) Placing Plaintiffs and Class members all at risk of being arrested and
 2 deported. Defendants' actions and legal dispute with the Kuwaiti company they hired to
 3 manage their employees, Al Shora, have made Plaintiffs and Class members fugitives;

4 (d) Failing to "free" Plaintiffs and Class members for months; and instead,
 5 using them—their own employees—as pawns in their legal and monetary dispute with Al Shora;

6 (e) Relegating Plaintiffs and Class members in cramped and substandard
 7 living conditions for months at a time. Dozens of Linguists are assigned to live in one 300-
 8 square-foot tent with limited air conditioning, running water and electricity; and

9 (f) Terminating and/or demoting Plaintiffs and Class members due to their
 10 "non-working" status, disability and Defendants' purported need to fill their customer's
 11 demands. As alleged above, Plaintiffs and Class members' inability to work or travel were
 12 caused by Defendants' actions, and no fault of their own. However Defendants have decided to
 13 terminate and/or cut Plaintiffs and Class members' pay all to save costs and increase their own
 14 bottom line.

15 81. As a result of Defendants' violation of said implied covenant of good faith and
 16 fair dealing and their reprehensible and wilful conduct, Plaintiffs and Class members have
 17 suffered harm in:

18 (a) The destruction of Plaintiffs and Class members' valuable property
 19 interests in their job and profession;

20 (b) Incurring of reasonable attorneys fees in their attempts to obtain the
 21 benefits due to them under the above-stated employment contract with Defendants;

22 (c) Substantial loss in earnings, bonuses, deferred compensation, and other
 23 employment benefits and cost incurred in seeking and performing substitute employment; and

24 (d) Causing Plaintiffs and Class members to suffer and continue suffering
 25 humiliation, embarrassment, and mental anguish, all to their damage in an amount to be
 26 determined at trial.

27 82. The primary motivation of Plaintiffs in making the above-stated contract was to
 28 obtain secure employment and terms and conditions of employment which would permit their

1 growth and development as well as allow them substantial autonomy, freedom of action, and a
2 supportive work environment.

3 83. Defendants committed the acts alleged herein maliciously, fraudulently, and
4 oppressively with the wrongful intention of injuring Plaintiffs and Class members. Furthermore
5 Defendants committed these acts for an improper and evil motive amounting to malice, and in
6 conscious disregard of Plaintiffs' rights. Plaintiffs are thus entitled to recover punitive damages
7 in an amount according to proof.

8 **FOURTH CAUSE OF ACTION**

9 **Negligent Hiring and Retention**

10 **(By the Plaintiffs and Class and against all Defendants)**

11 84. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

12 85. At all times mentioned in this Complaint, Defendants negligently and carelessly
13 selected their agents and/or employees including, but not limited to, their sponsoring company,
14 Al Shora and KRH.

15 86. As detailed above, Defendants are required to hire the services of the local firm
16 or sponsor. The sponsor applies for working visas on behalf of the employees and manages
17 aspects of their payroll.

18 87. In early 2013, and subsequent to Plaintiffs and Class members' arrival to Kuwait,
19 Defendants—in an effort to increase their profit margins—re-bid their sponsorship contract.
20 Defendants severed their ties with their sponsor, Al Shora, in favor of a new Kuwaiti company,
21 KRH.

22 88. In switching sponsors, Defendants flouted Kuwaiti immigration laws by, among
23 others, failing to obtain approval from their incumbent sponsor. Defendants created a legal
24 dispute with Al Shora. More importantly, and regardless of the nature of the dispute with its
25 sponsor, Defendants recklessly put their financial interests ahead of the safety and well-being of
26 Plaintiffs and Class members.

27 89. In or about March 2013, Al Shora turned over the names of Defendants'
28

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1 employees to Kuwaiti immigration authorities; declared them absent from work; and, in
2 violation of their working visas. Consequently Plaintiffs and Class members' work visas were
3 cancelled, and they were placed on Kuwaiti's "blacklist" for arrest and/or deportation.
4 Additionally Plaintiffs and Class members' passports—held by Al Shora in processing their
5 work visas—were never returned to them.

6 90. Defendants breached their duty to exercise reasonable care and acted negligently
7 and carelessly in the selection of their sponsors, and in failing to train their employees and/or
8 agents in Kuwaiti immigration laws. Consequently Defendants failed to take reasonable steps to
9 protect Plaintiffs and Class members.

10 91. As a further direct and proximate result of the negligence of Defendants as set
11 forth above, Plaintiffs sustained mental anguish and pain and suffering and continues to suffer
12 humiliation, embarrassment, mental and emotional distress, and distress, and discomfort, all to
13 Plaintiffs' damage in an amount to be determined by proof at trial.

14 **FIFTH CAUSE OF ACTION**

15 **Wrongful Termination in Violation of Public Policy**

16 **(By Plaintiff Mokhtar Farag and Class and against all Defendants)**

17 92. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

18 93. At all times mentioned herein, the public policy of the State of California, as
19 codified, expressed and mandated in California Government Code §§ 12940 et seq., is to
20 prohibit employers from discriminating, harassing and retaliating against any individual on the
21 basis of age and disabilities. This public policy of the State of California is designed to
22 protect all employees and to promote the welfare and well being of the community at large.

23 94. Plaintiff Mokhtar Farag was employed as a "Linguist" for Defendants from
24 September 2012 to approximately August 2013. Plaintiff was terminated in or about August
25 2013 due to, among others, his disability and age.

26 95. Defendants terminated Plaintiff and Class members due to their "non-working"
27 status, disability, and their purported need to fill their customer's demands. As detailed above,
28 Plaintiffs and Class members' inability to work or travel, and disability were caused by their

1 employer's actions, and no fault of their own. However Defendants decided to terminate
2 Plaintiff and Class members all to save costs and increase their own bottom line.

3 96. Defendants' actions in terminating Plaintiff based on his age and disabilities
4 were wrongful and in contravention of the express public policy of the State of California,
5 namely the policy set forth in California Government Code §§ 12940 et seq. and the laws and
6 regulations promulgated thereunder.

7 97. The conduct, statements and acts described herein were an ongoing part of a
8 continuing scheme and course of conduct. Defendants knew the substance of the above-
9 described facts and circumstances and ratified the wrongs and injuries mentioned herein when
10 it was in their ability to prevent, remedy and/or correct these wrongs. Defendants continued
11 to ratify and refused to remedy or correct the aforementioned conduct, notwithstanding the
12 fact that its officials, supervisors and/or managing agents knew or reasonably should have
13 known, and know or reasonably should know, of the conduct and its unlawful motivations.

14 98. As a direct and proximate result of Defendants' conduct as described in greater
15 detail above, Plaintiffs and Class members have suffered and continues to suffer actual, special,
16 and compensatory damages, including but not limited to, substantial losses in earnings, other
17 employment benefits, physical injuries, physical sickness, as well as emotional distress, extreme
18 anxiety, plus medical expenses, future medical expenses, damage to their reputation, and
19 attorneys' fees and costs of litigation, all to their damage in an amount according to proof at
20 trial.

21 99. Said conduct was wrongful and justifies the imposition of punitive damages. In
22 committing the unlawful conduct as herein alleged, Defendants, and each of them, acted
23 maliciously, fraudulently and oppressively, with the wrongful intention of injuring Plaintiffs and
24 Class members, from an improper purpose and evil motive amounting to malice, and in
25 conscious disregard of the Plaintiff's rights. Based upon the foregoing, Plaintiffs and Class
26 members are entitled to recover punitive damages from Defendants and each of them, in an
27 amount according to proof.
28

SIXTH CAUSE OF ACTION

Wrongful Demotion in Violation of Public Policy

(By Plaintiff Alfred Zaklit and Class and against all Defendants)

100. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

101. At all times mentioned herein, the public policy of the State of California, as codified, expressed and mandated in California Government Code §§ 12940 et seq., is to prohibit employers from discriminating, harassing and retaliating against any individual on the basis of disabilities. This public policy of the State of California is designed to protect all employees and to promote the welfare and well being of the community at large.

102. Plaintiff Alfred Zaklit has been employed as a "Linguist" for Defendant from September 2012 to present.

103. Defendants demoted Plaintiff and Class members from Linguist "CAT" to a "CAT I" due to their disability, "non-working" status, and Defendants' purported need to fill their customer's demands. As alleged above, Plaintiffs and Class members' inability to work or travel, and disability were caused by Defendants' actions, and no fault of their own. However Defendants decided to cut Plaintiff and Class members' pay all to save costs and increase its own bottom line.

104. Defendants' actions in demoting Plaintiff based on his disability, inability to work or travel, were wrongful and in contravention of the express public policy of the State of California, namely the policy set forth in California Government Code §§ 12940 et seq. and the laws and regulations promulgated thereunder.

105. The conduct, statements and acts described herein were an ongoing part of a continuing scheme and course of conduct. Defendants knew the substance of the above-described facts and circumstances and ratified the wrongs and injuries mentioned herein when it was in their ability to prevent, remedy and/or correct these wrongs. Defendants continued to ratify and refused to remedy or correct the aforementioned conduct, notwithstanding the fact that its officials, supervisors and/or managing agents knew or reasonably should have known, and know or reasonably should know, of the conduct and its unlawful motivations.

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106. As a direct and proximate result of Defendants' conduct as described in greater detail above, Plaintiffs and Class members have suffered and continues to suffer actual, special, and compensatory damages, including but not limited to, substantial losses in earnings, other employment benefits, physical injuries, physical sickness, as well as emotional distress, extreme anxiety, plus medical expenses, future medical expenses, damage to their reputation, and attorneys' fees and costs of litigation, all to their damage in an amount according to proof at trial.

107. Said conduct was wrongful and justifies the imposition of punitive damages. In committing the unlawful conduct as herein alleged, Defendants, and each of them, acted maliciously, fraudulently and oppressively, with the wrongful intention of injuring Plaintiffs and Class members, from an improper purpose and evil motive amounting to malice, and in conscious disregard of the Plaintiff's rights. Based upon the foregoing, Plaintiffs and Class members are entitled to recover punitive damages from Defendants and each of them, in an amount according to proof.

SEVENTH CAUSE OF ACTION

Disability Discrimination in Violation of FEHA

(By the Plaintiffs and Class and against all Defendants)

108. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

109. The Fair Employment and Housing Act ("FEHA") prohibits discrimination against an employee because of his or her actual and/or perceived disabilities.

110. At all relevant times, Plaintiffs and Class members were a person with an actual and/or perceived disability within the meaning of the FEHA in that Plaintiffs and Class members suffered from stress caused by Defendants actions and policies.

111. Defendants discriminated against Plaintiffs and Class members because of their actual and/or perceived disabilities by, among other things,

(a) Failing to engage in a good faith interactive process with Plaintiffs and Class members to determine effective reasonable accommodations for their actual and/or perceived disabilities;

1 (b) Discriminating against and harassing Plaintiffs and Class members
2 because of their actual and/or perceived disabilities;

3 (c) Retaliating against Plaintiffs and Class members because of their actual
4 and/or perceived disabilities;

5 (d) Refusing to make reasonable accommodations for Plaintiffs and Class
6 members' actual and/or perceived disabilities; and

7 (e) Terminating and/or demoting Plaintiffs and Class members'
8 employment because of their actual and/or perceived disabilities.

9 112. The conduct, statements and acts described herein were an ongoing part of a
10 continuing scheme and course of conduct. Defendants knew the substance of the above-
11 described facts and circumstances and ratified the wrongs and injuries mentioned herein when
12 it was in their ability to prevent, remedy and/or correct these wrongs. Defendants continued
13 to ratify and refused to remedy or correct the aforementioned conduct, notwithstanding the
14 fact that its officials, supervisors and/or managing agents knew or reasonably should have
15 known, and know or reasonably should know, of the conduct and its unlawful motivations.

16 113. As a direct and proximate result of Defendants' conduct as described in greater
17 detail above, Plaintiffs and Class members have suffered and continues to suffer actual, special,
18 and compensatory damages, including but not limited to, substantial losses in earnings, other
19 employment benefits, physical injuries, physical sickness, as well as emotional distress, extreme
20 anxiety, plus medical expenses, future medical expenses, damage to their reputation, and
21 attorneys' fees and costs of litigation, all to their damage in an amount according to proof at
22 trial.

23 114. Said conduct was wrongful and justifies the imposition of punitive damages. In
24 committing the unlawful conduct as herein alleged, Defendants, and each of them, acted
25 maliciously, fraudulently and oppressively, with the wrongful intention of injuring Plaintiffs and
26 Class members, from an improper purpose and evil motive amounting to malice, and in
27 conscious disregard of the Plaintiff's rights. Based upon the foregoing, Plaintiffs and Class
28

1 members are entitled to recover punitive damages from Defendants and each of them, in an
2 amount according to proof.

3 EIGHTH CAUSE OF ACTION

4 **Failure to Provide Reasonable Accommodation in Violation of FEHA**

5 **(By the Plaintiffs and Class and against all Defendants)**

6 115. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

7 116. California Government Code § 12940(m) provides that it is unlawful for an
8 employer to fail to make reasonable accommodation for the actual and/or perceived
9 disabilities of an employee.

10 117. Defendants failed to offer or make reasonable accommodation for Plaintiffs and
11 Class members' actual and/or perceived disabilities by failing and refusing to provide them
12 with leaves of absences and/or excused absences for their documented medical conditions; and
13 by terminating and/or demoting them from their employment.

14 118. The conduct, statements and acts described herein were an ongoing part of a
15 continuing scheme and course of conduct. Defendants knew the substance of the above-
16 described facts and circumstances and ratified the wrongs and injuries mentioned herein when
17 it was in their ability to prevent, remedy and/or correct these wrongs. Defendants continued
18 to ratify and refused to remedy or correct the aforementioned conduct, notwithstanding the
19 fact that its officials, supervisors and/or managing agents knew or reasonably should have
20 known, and know or reasonably should know, of the conduct and its unlawful motivations.

21 119. As a direct and proximate result of Defendants' conduct as described in greater
22 detail above, Plaintiffs and Class members have suffered and continues to suffer actual, special,
23 and compensatory damages, including but not limited to, substantial losses in earnings, other
24 employment benefits, physical injuries, physical sickness, as well as emotional distress, extreme
25 anxiety, plus medical expenses, future medical expenses, damage to their reputation, and
26 attorneys' fees and costs of litigation, all to their damage in an amount according to proof at
27 trial.

28

125. Said conduct was wrongful and justifies the imposition of punitive damages. In committing the unlawful conduct as herein alleged, Defendants, and each of them, acted maliciously, fraudulently and oppressively, with the wrongful intention of injuring Plaintiffs and Class members, from an improper purpose and evil motive amounting to malice, and in conscious disregard of the Plaintiff's rights. Based upon the foregoing, Plaintiffs and Class members are entitled to recover punitive damages from Defendants and each of them, in an amount according to proof.

(By the Plaintiffs and Class and against all Defendants)

- Kind, character, or existence of the work;
- Length of time such work will last, or the compensation therefor;
- Sanitary or housing conditions relating to or surrounding the work;
- Existence of any strike, lockout, or other labor dispute pending between employer and the prospective employee's predecessor.

1 (Cal. Lab. Code § 970)

2 129. As detailed above, Defendants employed Plaintiffs and Class members as
3 Arabic Linguists to provide translation and interpretation services to the United States Army
4 stationed in Camps Buehring and Arifjan, Kuwait. Defendants induced Plaintiffs to relocate
5 from California to Kuwait in exchange for a set salary, per diem pay, and standard housing.

6 130. In early 2013, and subsequent to Plaintiffs and Class members' arrival to Kuwait,
7 Defendants—in an effort to increase their profit margins—re-bid their sponsorship contract.
8 Defendants severed their ties with its sponsor, Al Shora, in favor of a new Kuwaiti company,
9 KRH.

10 131. In switching sponsors, Defendants flouted Kuwaiti immigration laws by, among
11 others, failing to obtain approval from their incumbent sponsor. Defendants created a legal
12 dispute with Al Shora. More importantly, and regardless of the nature of the dispute with their
13 sponsor, Defendants recklessly put their financial interests ahead of the safety and well-being of
14 Plaintiffs and Class members.

15 132. In or about March 2013, Al Shora turned over the names of Defendants'
16 employees to Kuwaiti immigration authorities; declared them absent from work; and, in
17 violation of their working visas. Consequently Plaintiffs and Class members' work visas were
18 cancelled, and they were placed on Kuwaiti's "blacklist" for arrest and/or deportation.
19 Additionally Plaintiffs and Class members' passports—held by Al Shora in processing their
20 work visas—were never returned to them.

21 133. The United States Army suspended the use of Plaintiffs and Class members'
22 linguistic services in light of the dispute between GLS and Al Shora. Further GLS has barred
23 Plaintiffs and Class members from leaving Army posts in Kuwait after the local police issued
24 arrest warrants for the group.

25 134. Now Plaintiffs and nearly 100 Class members deployed as Arabic linguists on
26 camps Buehring and Arifjan have been unable to work or leave either post for medical
27 appointments, personal time or even emergency matters.
28

1 135. Defendants dispute with Al Shora was never disclosed to Plaintiffs and Class
2 members.

3 136. Additionally Defendants misrepresented to Plaintiffs and Class members about
4 providing them with standard housing. Instead Defendants have relegated Plaintiffs and Class
5 members to cramped and substandard living conditions for months at a time. Dozens of
6 Linguists are assigned to live in one 300-square-foot tent with limited air conditioning, running
7 water and electricity.

8 137. Further Defendants misrepresented to Plaintiffs and Class members about their
9 position and pay. Defendants terminated and/or demoted Plaintiffs and Class members—after
10 their relocation to Kuwait—due to their “non-working” status, disability and Defendants’
11 purported need to fill their customer’s demands. As alleged above, Plaintiffs and Class
12 members’ inability to work or travel were caused by Defendants’ actions, and no fault of their
13 own. However Defendants have decided to terminate and/or cut Plaintiffs and Class members’
14 pay.

15 138. Defendants promise was made without any intention to perform it or that
16 Defendants knew that their representations were false at the time they were made.

17 139. Pursuant to the applicable California Labor Code sections, Plaintiffs and Class
18 members are entitled to recover from Defendants compensatory damages, double damages and
19 penalties.

20 ELEVENTH CAUSE OF ACTION

21 **Hostile Work Environment Harassment**

22 **(By the Plaintiffs and Class and against all Defendants)**

23 140. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

24 141. Defendants' conduct created a hostile work environment for Plaintiffs and Class
25 members, making the conditions of their employment intolerable in direct contravention of
26 various statutes and state law decisions, including but not limited to California Government
27 Code §12940. Defendants subjected Plaintiffs and Class members to a hostile work
28

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1 environment due to, including but not limited to, harassment through false imprisonment and
2 disability discrimination.

3 142. As detailed above, Defendants imposed by physical barriers and by means of
4 unreasonable duress unlawful restraint upon Plaintiffs' freedom of movement, to wit by barring
5 Plaintiffs and Class members from leaving the Army bases for any reason, including medical
6 appointments, personal time and emergency matters.

7 143. In early 2013, and subsequent to Plaintiffs and Class members' arrival to Kuwait,
8 Defendants—in an effort to increase their profit margins—re-bid its sponsorship contract.
9 Defendants severed their ties with their sponsor, Al Shora, in favor of a new Kuwaiti company,
10 KRH.

11 144. In switching sponsors, Defendants flouted Kuwaiti immigration laws by, among
12 others, failing to obtain approval from their incumbent sponsor. Defendants created a legal
13 dispute with Al Shora. More importantly, and regardless of the nature of the dispute with their
14 sponsor, Defendants recklessly put their financial interests ahead of the safety and well-being of
15 Plaintiffs and Class members.

16 145. In or about March 2013, Al Shora turned over the names of Defendants'
17 employees to Kuwaiti immigration authorities; declared them absent from work; and, in
18 violation of their working visas. Consequently Plaintiffs and Class members' work visas were
19 cancelled, and they were placed on Kuwaiti's "blacklist" for arrest and/or deportation.
20 Additionally Plaintiffs and Class members' passports—held by Al Shora in processing their
21 work visas—were never returned to them.

22 146. The United States Army suspended the use of Plaintiffs and Class members'
23 linguistic services in light of the dispute between Defendants and Al Shora. Further Defendants
24 have barred Plaintiffs and Class members from leaving Army posts in Kuwait after the local
25 police issued arrest warrants for the group.

26 147. Now Plaintiffs and nearly 100 Class members deployed as Arabic linguists on
27 camps Buehring and Arifjan have been unable to work or leave either post for medical
28 appointments, personal time or even emergency matters.

1 148. Plaintiffs and Class members are currently confined under the circumstances
2 described in greater detail, and have been confined for almost six months now.

3 149. At all relevant times, Plaintiffs and Class members were a person with an actual
4 and/or perceived disability within the meaning of the FEHA in that Plaintiffs and Class
5 members suffered from stress caused by Defendants actions and policies.

6 150. Defendants subjected Plaintiffs and Class members to a hostile work
7 environment harassment by discriminating against them because of their actual and/or
8 perceived disabilities by, among other things,

9 (a) Failing to engage in a good faith interactive process with Plaintiffs and
10 Class members to determine effective reasonable accommodations for their actual and/or
11 perceived disabilities;

12 (b) Discriminating against and harassing Plaintiffs and Class members
13 because of their actual and/or perceived disabilities;

14 (c) Retaliating against Plaintiffs and Class members because of their actual
15 and/or perceived disabilities;

16 (d) Refusing to make reasonable accommodations for Plaintiffs and Class
17 members' actual and/or perceived disabilities; and

18 (e) Terminating and/or demoting Plaintiffs and Class members'
19 employment because of their actual and/or perceived disabilities.

20 151. Such harassment was so severe and pervasive that it altered the conditions of
21 Plaintiffs and Class members' employment, creating a hostile, abusive work environment and
22 thereby endangering Plaintiffs and Class members' physical health and making their working
23 conditions intolerable. Said harassment was sufficiently extreme to amount to a change in the
24 terms and conditions of Plaintiffs and Class members' employment.

25 152. As a direct and legal result of Defendants' conduct, and each of them, Plaintiffs
26 have suffered and continues to suffer general, consequential, and special damages, including
27 but not limited to substantial losses in earnings, other employment benefits, physical injuries,
28 physical sickness, as well as emotional distress, plus medical expenses, future medical

1 expenses, and attorneys' fees, all to their damage in the amount according to proof.

2 153. Said actions by Defendants justify the imposition of punitive damages in that
3 the actions were against public policy. Defendants committed the acts alleged herein
4 maliciously, fraudulently and oppressively, with the wrongful intention of injuring Plaintiffs,
5 from an improper and evil motives amounting to malice in conscious disregard of Plaintiffs'
6 rights.

7 **TWELFTH CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 510, 1194 and 1198—Unpaid Overtime**

9 **(By the Plaintiffs and Class and against all Defendants)**

10 154. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

11 155. California Labor Code § 510 provides that employees in California shall not be
12 employed more than eight hours in any workday or 40 hours in a workweek unless they
13 receive additional compensation beyond their regular wages in amounts specified by law.

14 156. California Labor Code §§ 1194 and 1198 provide that employees in California
15 shall not be employed more than eight hours in any workday unless they receive additional
16 compensation beyond their regular wages in amounts specified by law. Additionally,
17 California Labor Code § 1198 states that the employment of an employee for longer hours
18 than those fixed by the Industrial Welfare Commission is unlawful. The governing Wage
19 Order of the Industrial Welfare Commission requires, among other things, payment of a
20 premium wage rate for all hours worked in excess of eight hours per day or 40 hours per
21 week.

22 157. Defendants required Plaintiffs and Class members to work 12 hours per day, 6
23 days per week, totaling a minimum of 72 hours per week. However Defendants willfully
24 failed to Plaintiffs and Class members at their proper overtime rate. Plaintiffs and Class
25 members do not have authority to take any discretionary actions; they do not direct the work
26 of Defendants' other personnel; they do not formulate or effectuate management policies; they
27 do not have authority to hire or fire employees; and, they do not supervise or manage any
28 programs or personnel. In fact, Defendants specify in the employment contracts that Plaintiffs

1 and Class members will "receive all day-to-day working directions and required support from
2 [their] supervisors and/or other representative(s) of [Defendants] acting on behalf of the
3 supervisor."

4 158. Defendants knowingly and willingly failed to pay Plaintiffs and Class members
5 overtime wages as required by law.

6 159. Plaintiffs request recovery of overtime compensation according to proof,
7 interest, attorney's fees and costs pursuant to California Labor Code § 1194(a), as well as the
8 assessment of any statutory penalties against Defendants, in a sum as provided by the
9 California Labor Code and/or other statutes. Further, Plaintiffs are entitled to seek and
10 recover reasonable attorneys' fees and costs pursuant to California Labor Code § 1194.

11 **THIRTEENTH CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 201 and 202—**

13 **Wages Not Timely Paid Upon Termination**

14 **(By Plaintiff Mokhtar Farag and Class and against all Defendants)**

15 160. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

16 161. California Labor Code sections 201 and 202 provide that if an employer
17 discharges an employee, the wages earned and unpaid at the time of discharge are due and
18 payable immediately, and that if an employee voluntarily leaves his or her employment, his or
19 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
20 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
21 which case the employee is entitled to his or her wages at the time of quitting.

22 162. Defendants willfully failed to pay Plaintiff and Class members their wages,
23 including overtime pay, earned and unpaid, either at the time of discharge, or within seventy-
24 two (72) hours of her leaving Defendants' employ.

25 163. Defendants' failure to pay Plaintiff and Class members their wages, including
26 overtime pay, earned and unpaid at the time of discharge, or within seventy-two (72) hours of
27 her leaving Defendants' employ, is in violation of California Labor Code sections 201 and
28 202.

1 164. California Labor Code section 203 provides that if an employer willfully fails
 2 to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
 3 shall continue as a penalty from the due date, and at the same rate until paid or until an action
 4 is commenced; but the wages shall not continue for more than thirty (30) days.

5 165. Plaintiff and Class members are entitled to recover from Defendants the
 6 statutory penalty wages for each day they were not paid, at their regular hourly rate of pay, up
 7 to a thirty (30) day maximum pursuant to California Labor Code section 203.

8 **FOURTEENTH CAUSE OF ACTION**

9 **Intentional Infliction of Emotional Distress**

10 **(By the Plaintiffs and Class and against all Defendants)**

11 166. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

12 167. Defendants' conduct of, including but not limited to, false imprisonment, none
 13 of which are a normal part of an employment relationship, constitutes extreme and outrageous
 14 conduct, as described in more detail *above*. Defendants' conduct was intentional or with
 15 reckless disregard of causing Plaintiffs' injury.

16 168. As a proximate result of Defendants' conduct, Plaintiffs suffered severe
 17 emotional distress, anxiety, pain and suffering, physical injuries, physical sickness, medical
 18 expenses, future medical expenses, and other damages to be determined at trial according to
 19 proof.

20 169. Said conduct was wrongful and justifies the imposition of punitive damages.
 21 Defendants committed the acts alleged herein, intentionally, maliciously, fraudulently and
 22 oppressively, with the wrongful intentions of injuring Plaintiffs, from an improper and evil
 23 motive amounting to malice, and in conscious disregard of Plaintiffs' rights. Based upon the
 24 foregoing, Plaintiffs are entitled to recover punitive damages from Defendants, and each of
 25 them, in an amount according to proof.

FIFTEENTH CAUSE OF ACTION

Negligent Infliction of Emotional Distress

(By the Plaintiffs and Class and against all Defendants)

170. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

171. Defendants breached their duty owed to Plaintiffs and Class members through their negligent conduct that ultimately led to the false imprisonment of Plaintiffs and Class members. Defendants negligent actions are not a normal part of an employment relationship, and constitute extreme and outrageous conduct, as described in more detail *above*.

172. At all times mentioned in this Complaint, Defendants negligently and carelessly selected their agents and/or employees including, but not limited to, their sponsoring company, Al Shora and KRH.

173. As detailed above, Defendants are required to hire the services of the local firm or sponsor. The sponsor applies for working visas on behalf of the employees and manages aspects of their payroll.

174. In early 2013, and subsequent to Plaintiffs and Class members' arrival to Kuwait, Defendants—in an effort to increase their profit margins—re-bid their sponsorship contract. Defendants severed their ties with their sponsor, Al Shora, in favor of a new Kuwaiti company, KRH.

175. In switching sponsors, Defendants flouted Kuwaiti immigration laws by, among others, failing to obtain approval from its incumbent sponsor. Defendants created a legal dispute with Al Shora. More importantly, and regardless of the nature of the dispute with their sponsor, Defendants recklessly put their financial interests ahead of the safety and well-being of Plaintiffs and Class members.

176. In or about March 2013, Al Shora turned over the names of Defendants' employees to Kuwaiti immigration authorities; declared them absent from work; and, in violation of their working visas. Consequently Plaintiffs and Class members' work visas were cancelled, and they were placed on Kuwaiti's "blacklist" for arrest and/or deportation.

1 Additionally Plaintiffs and Class members' passports—held by Al Shora in processing their
2 work visas—were never returned to them.

3 177. Defendants breached their duty to exercise reasonable care and acted negligently
4 and carelessly in, among others, the selection of their sponsors, and in failing to train their
5 employees and/or agents in Kuwaiti immigration laws. Consequently Defendants failed to take
6 reasonable steps to protect Plaintiffs and Class members.

7 178. As a proximate result of Defendants' conduct, Plaintiffs suffered severe
8 emotional distress, anxiety, pain and suffering, physical injuries, physical sickness, medical
9 expenses, future medical expenses, and other damages to be determined at trial according to
10 proof.

11 179. Said conduct was wrongful and justifies the imposition of punitive damages.
12 Defendants committed the acts alleged herein, intentionally, maliciously, fraudulently and
13 oppressively, with the wrongful intentions of injuring Plaintiffs, from an improper and evil
14 motive amounting to malice, and in conscious disregard of Plaintiffs' rights. Based upon the
15 foregoing, Plaintiffs are entitled to recover punitive damages from Defendants, and each of
16 them, in an amount according to proof.

17 SIXTEENTH CAUSE OF ACTION

18 **Rescission**

19 **(By the Plaintiffs and Class and against all Defendants)**

20 180. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

21 181. Plaintiffs and Class members were forced to waive any jury trial, and arbitrate
22 their employment claims under Virginia law. Defendants presented the adhesion contracts to
23 Plaintiffs and Class members after they arrived in Kuwait; and after their work visas and
24 passports were revoked from them. Consequently Plaintiffs were at Defendants' mercy
25 because they were unable to work or travel; and, faced the prospect of being thrown into
26 Kuwaiti jail. Needless to say Plaintiffs and Class members involuntarily signed the adhesion
27 contracts at a time when they were subjected to duress, coercion, undue influence, pressure
28 and intimidation.

182. Clearly Defendants inclusion of their "Governing Law"—the forum-selection provision—in the employment agreements was the product of fraud and/or overreaching. Also the clause would effectively deprive Plaintiffs and Class members of their day in court.

183. Accordingly any unlawful forum-selection provision in the employment agreements, including but not limited to, provisions regarding "Governing Law;" Defense Base Act ("DBA") and arbitration, should not be enforced and severed from the employment contracts because Plaintiffs and Class members were induced to agree to the clause only through fraud and/or overreaching.

PRAYER FOR RELIEF

Plaintiffs, each of them individually, and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class; and
3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, et seq. by falsely imprisoning Plaintiff and Class members; by breaching the implied covenant of good faith and fair dealing; by negligent hiring and retention; wrongfully terminating and/or demoting Plaintiffs and Class members based on their disabilities; by inducing Plaintiffs and Class members to relocate for purposes of working through false representations concerning the work; and by failing to pay Plaintiffs and Class members at their proper overtime rate.

5. For injunctive relief safely allowing Plaintiffs and Class members—trapped on camps Buehring and Arifjan, Kuwait—back to work or to leave either post for medical appointments, personal time and emergency matters. Also for injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code § 17200, et seq.,

CARLIN & BUCHSBAUM LLP
555 EAST OCEAN BOULEVARD, SUITE 818
LONG BEACH, CALIFORNIA 90802

10/04/2013

6. For restitution of unpaid wages to Plaintiffs and all Class members and prejudgment interest from the day such amounts were due and payable;

7. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 et seq.;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5; and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second through Fifteenth Causes of Action

10. For damages according to proof, including loss of earnings, deferred compensation, and other employment benefits;

11. For interest on the amount of losses incurred in loss of earnings, deferred compensation, and other employee benefits at the prevailing legal rate;

12. For general damages, including, but not limited to, damages for physical injuries and/or physical sickness, according to proof;

13. For other special damages according to proof, including but not limited to reasonable medical expenses;

14. For statutory penalties and double damages pursuant to California Labor Code sections 972; Labor Code sections 510, 1197, 1198; and Labor Code sections 201, 202 and 203;

15. For punitive damages according to proof;

16. For costs incurred by Plaintiffs, including reasonable attorneys' fees and costs of suit, in obtaining the benefits due Plaintiffs and Class members; and for violations of Plaintiff's civil rights as set forth above; and

17. For such other and further relief as the court deems just and proper.

///

///

As to the Sixteenth Cause of Action

18. For the rescission and/or cancellation of any unlawful forum-selection provision in the employment agreements, including but not limited to, provisions regarding "Governing Law;" Defense Base Act ("DBA") and arbitration; and

19. For such other and further relief as the court deems just and proper.

Respectfully Submitted,

Dated: October 3, 2013

LAW OFFICES OF CARLIN & BUCHSBAUM
A Limited Liability Partnership

By: 

Gary R. Carlin
Sang Park
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby respectfully demand a jury trial.

Respectfully Submitted,

Dated: October 3, 2013

LAW OFFICES OF CARLIN & BUCHSBAUM
A Limited Liability Partnership

By: 

Gary R. Carlin
Sang Park
Attorneys for Plaintiff

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Sang J. Park, CSBN: 232956
Law Offices of Carlin & Buchsbaum, LLP
555 East Ocean Blvd., Suite 818
Long Beach, California 90802

TELEPHONE NO.: (562)432-8933 FAX NO.: (562)435-1656

ATTORNEY FOR (Name): Alfred Zaklit, Hany Shaker and Mokhtar

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 N. Hill Street

MAILING ADDRESS: 111 N. Hill Street

CITY AND ZIP CODE: Los Angeles, California 90012

BRANCH NAME: Central

CASE NAME: ZAKLIT, et al. v. GLOBAL LINGUIST SOLUTIONS, LLC, et al.

FOR COURT USE ONLY

FILED

LOS ANGELES SUPERIOR COURT

OCT 04 2013

JOHN A. CLARK, CLERK
BY KRISTINA VARGAS, DEPUTY

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ **Counter** ☐ **Joinder**
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC 523317

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☒ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Sixteen (16)

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 3, 2013

Sang J. Park, CSBN: 232956

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

FILED
LOS ANGELES SUPERIOR COURT

NOV 20 2013

RECEIVED
JAN 14 2014

FILED
NOV 20 2013

SHORT TITLE: ZAKLIT, et al. v. GLOBAL LINGUIST SOLUTIONS, LLC, et al.

CASE NUMBER

BC523317

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 5-7 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

SHORT TITLE: ZAKLIT, et al. v. GLOBAL LINGUIST SOLUTIONS, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category/No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Employment	Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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SHORT TITLE: ZAKLIT, et al. v. GLOBAL LINGUIST
SOLUTIONS, LLC, et al.

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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SHORT TITLE: ZAKLIT, et al. v. GLOBAL LINGUIST SOLUTIONS, LLC, et al.


CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 555 South Flower Street, Suite 3700
CITY: Los Angeles	STATE: CA	ZIP CODE: 90071

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: October 3, 2013


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Sang J. Park, CSBN: 232956

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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Exhibit B

Attorney or Party without Attorney: GARY R. CARLIN 555 EAST OCEAN BLVD. SUITE 818 LONG BEACH, CA 90802 Telephone No: 562 432-8933				For Court Use Only FILED LOS ANGELES SUPERIOR COURT OCT 29 2013	
				Ref. No. or File No.:	
Attorney for: Plaintiff				SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK BY LOIS BARAHONA, DEPUTY	
Insert name of Court, and Judicial District and Branch Court: LOS ANGELES SUPERIOR COURT CENTRAL					
Plaintiff: ZAKLIT Defendant: GLOBAL LINGUIST SOLUTIONS					
PROOF OF SERVICE SUMMONS & COMPLAINT		Hearing Date:	Time:	Dept/Div: 307	Case Number: BC523317

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS AND COMPLAINT; CIVIL CASE COVER SHEET, CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION, NOTICE OF CASE ASSIGNMENT, VOLUNTARY EFFICIENT LITIGATION STIPULATIONS, RIGHT TO SUE LETTERS
3. a. Party served: GLOBAL LINGUIST SOLUTIONS, LLC, A DELAWARE COMPANY
 b. Person served: JAN LAPINID, AUTHORIZED TO ACCEPT SERVICE
4. Address where the party was served: CT CORPORATION
 818 W. 7TH ST.
 LOS ANGELES, CA 90017
5. I served the party:
 a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Wed., Oct. 23, 2013 (2) at: 2:30PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
 on behalf of: GLOBAL LINGUIST SOLUTIONS, LLC, A DELAWARE COMPANY
 Other: LIMITED LIABILITY COMPANY
7. Person Who Served Papers:
 a. JEFFREY J. CORZINE
 b. A & M ATTORNEY SERVICE, INC.
 P.O. BOX 7881
 LONG BEACH, CA 90807
 c. 562 426-8306
- Recoverable Cost Per CCP 1033.5(a)(4)(B)
 d. The Fee for Service was: \$23.00
 e. I am: (3) registered California process server
 (i) Owner
 (ii) Registration No.: 503-C
 (iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Thu, Oct. 24, 2013

Attorney or Party without Attorney: GARY R. CARLIN 555 EAST OCEAN BLVD. SUITE 818 LONG BEACH, CA 90802 Telephone No: 562 432-8933				For Court Use Only FILED LOS ANGELES SUPERIOR COURT OCT 29 2013 SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK BY LUIS BARAHONA, DEPUTY	
Attorney for: Plaintiff				Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: LOS ANGELES SUPERIOR COURT CENTRAL					
Plaintiff: ZAKLIT				Defendant: GLOBAL LINGUIST SOLUTIONS	
PROOF OF SERVICE SUMMONS & COMPLAINT		Hearing Date:	Time:	Dept/Div: 307	Case Number: BC523317

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS AND COMPLAINT; CIVIL CASE COVER SHEET, CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION, NOTICE OF CASE ASSIGNMENT, VOLUNTARY EFFICIENT LITIGATION STIPULATIONS, RIGHT TO SUE LETTERS
3. a. Party served: DYNCORP INTERNATIONAL, LLC, A DELAWARE COMPANY
 b. Person served: JAN LAPINID, AUTHORIZED TO ACCEPT SERVICE
4. Address where the party was served: CT CORPORATION
 818 W. 7TH ST.
 LOS ANGELES, CA 90017
5. I served the party:
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Wed., Oct. 23, 2013 (2) at: 2:30PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
 on behalf of: DYNCORP INTERNATIONAL, LLC, A DELAWARE COMPANY
 Other: LIMITED LIABILITY COMPANY
7. Person Who Served Papers:
 - a. JEFFREY J. CORZINE
 - b. A & M ATTORNEY SERVICE, INC.
 P.O. BOX 7881
 LONG BEACH, CA 90807
 - c. 562 426-8306
 - d. The Fee for Service was: \$20.00
 - e. I am: (3) registered California process server
 - (i) Owner
 - (ii) Registration No.: 503-C
 - (iii) County: Los Angeles

Recoverable Cost Per CCP 1033.5(a)(4)(B)

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Thu, Oct. 24, 2013

Judicial Council Form POS-010
Rule 2.150.(a)&(b) Rev January 1, 2007PROOF OF SERVICE
SUMMONS & COMPLAINT

(JEFFREY J. CORZINE)

carli.94656

49

ORIGINAL

Attorney or Party without Attorney: GARY R. CARLIN 555 EAST OCEAN BLVD. SUITE 818 LONG BEACH, CA 90802 Telephone No: 562 432-8933		For Court Use Only FILED LOS ANGELES SUPERIOR COURT OCT 29 2013 SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK BY LOIS BARAKONA DEPUTY	
Attorney for: Plaintiff		Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: LOS ANGELES SUPERIOR COURT CENTRAL			
Plaintiff: ZAKLIT Defendant: GLOBAL LINGUIST SOLUTIONS			
PROOF OF SERVICE SUMMONS & COMPLAINT		Hearing Date:	Time:
		Dept/Div: 307	Case Number: BC523317

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS AND COMPLAINT; CIVIL CASE COVER SHEET, CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION, NOTICE OF CASE ASSIGNMENT, VOLUNTARY EFFICIENT LITIGATION STIPULATIONS, RIGHT TO SUE LETTERS
3. a. Party served: AECOM SERVICES, INC., A CALIFORNIA CORPORATION
 b. Person served: JAN LAPINID, AUTHORIZED TO ACCEPT SERVICE
4. Address where the party was served: CT CORPORATION
 818 W. 7TH ST.
 LOS ANGELES, CA 90017
5. I served the party:
 a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Wed., Oct. 23, 2013 (2) at: 2:30PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
 on behalf of: AECOM SERVICES, INC., A CALIFORNIA CORPORATION
7. Person Who Served Papers:
 a. JEFFREY J. CORZINE
 b. A & M ATTORNEY SERVICE, INC.
 P.O. BOX 7881
 LONG BEACH, CA 90807
 c. 562 426-8306
 d. The Fee for Service was: \$41.50
 e. I am: (3) registered California process server
 (i) Owner
 (ii) Registration No.: 503-C
 (iii) County: Los Angeles
 Recoverable Cost Per CCP 1033.5(a)(4)(B)

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Thu, Oct. 24, 2013

Exhibit C

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

NOV 07 2013

Sherri R. Carter, Executive Officer/Clerk
BY M. Cervantes, Deputy
Marisa Cervantes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL DISTRICT

ALFRED ZAKLIT, HANY SHAKER, and
MOKHTAR FARAG,

Plaintiffs,

vs.

GLOBAL LINGUIST SOLUTIONS, LLC,
etc., et al.,

Defendants.

Case No.: BC523317

INITIAL STATUS CONFERENCE ORDER
(COMPLEX LITIGATION PROGRAM)

Case Assigned for All Purposes to
Judge William F. Highberger

Department: 307
Date: December 30, 2013
Time: 1:30 p.m.

This case has been assigned for all purposes to Judge William F. Highberger in the Complex Litigation Program. An Initial Status Conference is set for December 30, 2013, at 1:30 p.m. in Department 307 located in the Central Civil West Courthouse at 600 South Commonwealth Avenue, Los Angeles, California 90005. Counsel for all parties are ordered to attend.

The court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate contact with counsel for defense to begin this process. Counsel then must negotiate and

1 agree, as much as possible, on a case management plan. To this end, counsel must file a Joint
 2 Initial Status Conference Class Action Response Statement five court days before the Initial Status
 3 Conference. The Joint Response Statement must be filed on line-numbered pleading paper and
 4 must specifically answer each of the below-numbered questions. Do not use the use the Judicial
 5 Council Form CM-110 (Case Management Statement).

6 **1. PARTIES AND COUNSEL:** Please list all presently-named class representatives and
 7 presently-named defendants, together with all counsel of record, including counsel's contact and
 8 email information.
 9

10 **2. POTENTIAL ADDITIONAL PARTIES:** Indicate whether any plaintiff presently
 11 intends to add additional class representatives, and, if so, the name(s) and date by which these
 12 class representatives will be added. Indicate whether any plaintiff presently intends to name
 13 additional defendants, and, if so, the name(s) and date by which the defendant(s) will be added.
 14 Indicate whether any appearing defendant presently intends to file a cross-complaint and, if so, the
 15 names of cross-defendants and the date by which the cross-complaint will be filed.
 16

17 **3. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong
 18 person or entity, please explain why the named defendant is improperly named and the proposed
 19 procedure to correct this error.

20 **4. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party
 21 believes one or more named plaintiffs might not be an adequate class representative, including
 22 reasons of conflict of interest as described in Apple Computer v. The Superior Court of Los
 23 Angeles County (2005) 126 Cal.App.4th 1253, please explain. No prejudice will attach to these
 24 responses.
 25

26 **5. ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.

27 **6. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list
 28

1 other cases with overlapping class definitions. Please identify the court, the short caption title, the
2 docket number, and the case status.

3 **7. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION**

4 **WAIVER CLAUSES:** Please state whether arbitration is an issue in this case and attach a
5 sample of any relevant clause of this sort. Opposing parties must summarize their views on this
6 issue.

7 **8. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel should identify
8 and describe the significant core issues in the case, and then identify efficient ways to resolve
9 those issues, including one or more of the following:
10

- 11 ■ Motion to Compel Arbitration,
- 12 ■ Early motions in limine,
- 13 ■ Early motions about particular jury instructions and verdict forms,
- 14 ■ Demurrers,
- 15 ■ Motions to strike,
- 16 ■ Motions for judgment on the pleadings, and
- 17 ■ Motions for summary judgment and summary adjudication.

18 **NOTE:** Effective 2012, by stipulation a party may move for summary adjudication of
19 a legal issue or a claim for damages that does not completely dispose of a cause of action, an
20 affirmative defense, or an issue of duty¹. Counsel are to analyze, discuss, and report on the
21 relevance of this powerful new procedure.
22

23 **9. CLASS CONTACT INFORMATION:** Counsel should discuss whether obtaining
24 class contact information from defendant's records is necessary in this case and, if so, whether
25 the parties consent to an "opt-out" notice process (as approved in *Belaire-West Landscape, Inc. v.*
26

27
28 ¹See Code Civ. Proc. § 437c, subd. (s)

1 *Superior Court* (2007) 149 Cal.App.4th 554, 561). Counsel should address timing and procedure,
 2 including allocation of cost and the necessity of a third party administrator.

3 **10. PROTECTIVE ORDERS:** Parties considering an order to protect confidential
 4 information from general disclosure should begin with the model protective orders found on the
 5 Los Angeles Superior Court Website under "Civil Tools for Litigators."

6 **11. DISCOVERY:** Please discuss a discovery plan. If the parties cannot agree on a plan,
 7 summarize each side's views on discovery. The court generally allows discovery on matters
 8 relevant to class certification, which (depending on circumstances) may include factual issues also
 9 touching the merits. The court generally does not permit extensive or expensive discovery
 10 relevant only to the merits (for example, detailed damages discovery) at the initial stage unless a
 11 persuasive showing establishes early need. If any party seeks discovery from absent class
 12 members, please estimate how many, and also state the kind of discovery you propose².

13 **12. INSURANCE COVERAGE:** Please state if (1) there is insurance for indemnity or
 14 reimbursement, and (2) whether there are any insurance coverage issues which might affect
 15 settlement.

16 **13. ALTERNATIVE DISPUTE RESOLUTION:** Please discuss ADR and state each
 17 party's position about it. If pertinent, how can the court help identify the correct neutral and
 18 prepare the case for a successful settlement negotiation?

19 **14. TIMELINE FOR CASE MANAGEMENT:** Please recommend dates and times for
 20 the following:

- 21 ■ The next status conference,
- 22 ■ A schedule for alternative dispute resolution, if it is relevant,
- 23 ■ A filing deadline for the motion for class certification, and

24
 25
 26
 27
 28 ² See California Rule of Court, Rule 3.768.

- Filing deadlines and descriptions for other anticipated non-discovery motions.

15. ELECTRONIC SERVICE OF PAPERS: For efficiency the complex program requires the parties in every new case to use a third-party cloud service, such as:

- Case Anywhere (www.caseanywhere.com),
- Case HomePage (www.casehomepage.com), or
- File & Serve Express (www.lexisnexis.com/fileandserve).

Please agree on one and submit the parties' choice when filing the Joint Initial Status Conference Class Action Response Statement. If there is agreement, please identify the vendor. If parties cannot agree, the court will select the vendor at the Initial Status Conference. Electronic service is not the same as electronic filing. Only traditional methods of filing by physical delivery of original papers or by fax filing are presently acceptable.

Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:

"A dismissal of an entire class action, or of any party or cause of action in a class action, requires court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth the facts on which the party relies. The declaration must clearly state whether consideration, direct or indirect, is being given for the dismissal and must describe the consideration in detail."³ If the parties have settled the class action, that too will require judicial approval based on a noticed motion (although it may be possible to shorten time by consent for good cause shown).

Reminder When Seeking Approval of a Settlement-- Plaintiff(s) must address the issue of any fee splitting agreement in their motion for preliminary approval and demonstrate compliance with California Rule of Court 3.769, and the Rules of Professional Conduct 2-200(a) as required by Mark v. Spencer (2008) 166 Cal.App.4th 219.

Pending further order of this Court, and except as otherwise provided in this Initial Status

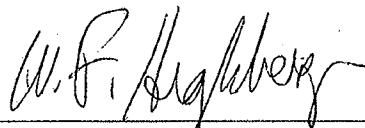
³ California Rule of Court, Rule 3.770(a)

1 Conference Order, these proceedings are stayed in their entirety. This stay precludes the filing of
2 any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court;
3 however, any defendant may file a Notice of Appearance for purposes of identification of counsel
4 and preparation of a service list. The filing of such a Notice of Appearance is without prejudice to
5 any challenge to the jurisdiction of the Court, substantive or procedural challenges to the
6 Complaint, without prejudice to any affirmative defense, and without prejudice to the filing of any
7 cross-complaint in this action. This stay is issued to assist the Court and the parties in managing
8 this "complex" case through the development of an orderly schedule for briefing and hearings on
9 procedural and substantive challenges to the complaint and other issues that may assist in the
10 orderly management of these cases. This stay does not preclude the parties from informally
11 exchanging documents that may assist in their initial evaluation of the issues presented in this
12 case, however it stays all outstanding discovery requests.
13

14 Plaintiff's counsel is directed to serve a copy of this Initial Status Conference Order along
15 with a copy of the attached Guidelines for Motions for Preliminary and Final Approval of Class
16 Settlement on counsel for all parties, or if counsel has not been identified, on all parties, within
17 five (5) days of service of this order. If any defendant has not been served in this action, service is
18 to be completed within twenty (20) days of the date of this order.
19

20 If all parties have been served, have conducted the required meet and confer, and are ready
21 to fully participate in the status conference prior to the assigned date, counsel may contact the
22 clerk of Dept 307 and request an earlier date for the Initial Status Conference.
23

24
25 Dated: November 7, 2013

26 
27 Judge William F. Highberger
28